

EXHIBIT A

EAS Locations for Originating and Terminating

Feature Group A Access Service

Primary Office
Company

Secondary Office
Company

CLLI CODE NPA-NXX
ACCESS LINE

CLLI CODE

NPA-NXX

EXHIBIT B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-EAS Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA
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ATTACHMENT 13: ANCILLARY FUNCTIONS

1.0 Introduction

- 1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that SWBT agrees to offer to Sprint under this Agreement, and the requirements associated therewith. SWBT will offer these Ancillary Functions to Sprint on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

2.0 Collocation

- 2.1 Collocation will be provided under non-discriminatory terms and conditions at the time of Sprint's request.

3.0 Right of Way (ROW), Conduits and Pole Attachments

- 3.1 Rights-of-Way, and Conduit and Pole Attachments will be provided under non-discriminatory terms and conditions at the time of Sprint's request.

ATTACHMENT 14: INTERIM NUMBER PORTABILITY

1.0 Interim Number Portability

- 1.1 SWBT and Sprint will provide Interim Number Portability in accordance with requirements of the Act. Interim Number Portability (INP) will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of Sprint or SWBT. The Parties will provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with FCC rules and the Act, and will participate in development of PNP in the state, in accordance with the FCC's First Report and Order in Docket No. 95-116 (hereinafter called the LNP Order).

2.0 Non-Geographical Numbers

- 2.1 Neither Party will be required to provide Interim Number Portability for non-geographic services (e.g., 500 and 900 NPAs, and 976 NXX number services) or on COPT lines under this Agreement, unless otherwise ordered by the FCC.

3.0 Availability

- 3.1 INP will be made available to either Party by the other on a reciprocal basis. INP will be provided through INP-Remote (remote call forwarding or like service) or INP-Direct (direct inward dialing trunks or like service). The requesting Party will specify either INP-Remote, or INP-Direct, on a per telephone number basis, and the providing Party will provide such method to the extent technically feasible.

4.0 INP-Remote

- 4.1 INP-Remote is a service that uses existing remote call forwarding technology to provide INP by redirecting calls within the telephone network. When INP-Remote is used, calls to the ported number will first route to the original local service provider's switch to which the ported number was assigned. Such Party's switch will then forward the call to the assigned number of the new local service provider's end user customer. When more than a total of three (3) paths are required to handle simultaneous calls to the same ported telephone number, the requesting Party will order from the providing Party additional paths.

5.0 **INP-Direct**

- 5.1 INP-Direct is an existing service which uses DID or like technology to provide for the delivery of the calling (dialed) number to the requesting Party's switch for subsequent routing and call completion.
- 5.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
- 5.3 Where the location of the requesting Party's switch is outside the area served by the providing Party's switch, the requesting Party is responsible for providing appropriate transport facilities.
- 5.4 INP-Direct must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per switch. INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over trunk groups arranged for INP-Direct service.

6.0 **Other Interim Portability Provisions**

- 6.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available.
- 6.2 Either Party will notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office.
- 6.3 SWBT will cooperate with Sprint to ensure 911 service is fully available to ported end users consistent with state provisions. Sprint will have the right to verify the accuracy of the information regarding the Sprint customer in the ALI database.
- 6.4 Either Party will pass all Calling Party Number (CPN) or Automatic Number Identification (ANI) information to and from the ported number, whenever technically feasible.
- 6.5 SWBT agrees to populate its Line Information Database (LIDB) with information, such as TLN calling cards and Billing Number Screening (BNS), regarding ported numbers for billing. SWBT will provide access to LIDB database interfaces to accomplish this function, or make input on behalf of Sprint pursuant to LIDB data storage and administrative contracts.
- 6.6 SWBT agrees not to issue Telephone Line number (TLN) based calling card numbers

when a customer ports their number to Sprint.

- 6.7 SWBT and Sprint will cooperate in all service cut-overs involving the other Party's service, to avoid unnecessary service outages.
- 6.8 Each Party will comply with all final state and federal orders relating to competitively neutral cost recovery as defined in the FCC NP Order. Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views on FCC or Commission actions pertaining to INP cost recovery.

7.0 **Cut-Over Process**

- 7.1 For a Coordinated Cutover Environment (where the loop is being purchased by Sprint as an Unbundled Network Element at the time of INP implementation), SWBT will update switch translations where necessary as close to the requested time as possible, not to exceed sixty (60) minutes after the physical cutover is completed.
- 7.2 For a Non-Coordinated Cutover Environment (where the loop is supplied by Sprint) SWBT will schedule a mechanized update of switch translations at the Sprint requested cutover time (frame due time). SWBT will provide an Operation contact whom Sprint can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, completion will be negotiated by the parties.

8.0 **Testing**

- 8.1 SWBT and Sprint will cooperate in conducting testing to ensure interconnectivity between systems. The Parties will inform each other of any system updates that may affect either Party's network and will, perform tests to validate the operation of the network.

9.0 **Recording and Billing**

- 9.1 The Parties will provide to each other the Exchange Message Records (EMR) for all alternately billed calls.
- 9.2 The Parties will supply each other with originating billing records which will enable them to bill each other a local interconnection charge.

10.0 **Line Status Verification/Busy Line Verifv**

- 10.1 When a Line Status Verification or Busy Line Interrupt request for a ported number is

directed to either Party's operator and the query is not successful, if the operator is aware that the number is a ported number, then the operator will direct the caller to the appropriate operator.

11.0 **Pricing**

The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the LNP Order is subject to pending Petitions for Reconsideration and may be subject to appeal. As such, the LNP Order may be reconsidered, revised and remanded, or vacated, and subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

ATTACHMENT 15: E911

**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment E911 sets forth the terms and conditions under which SWBT will provide the connection between Sprint's local switch and E911 Universal Emergency Number Service.

1.0 Definitions

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 E911 Universal Emergency Number Service (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- 1.2 E911 Universal Emergency Number Service customer - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.3 E911 Control Office - E911 Tandem Switching Office
- 1.3 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 Centralized Automatic Message Accounting (CAMA) Trunk - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.

- 1.5 Automatic Number Identification (ANI) - A feature that automatically forwards the telephone number of the calling party to the E911 Control Office from which it is switched to the PSAP and is displayed at an attendant position console.
- 1.6 Automatic Location Identification (ALI) - A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.
- 1.7 Selective Routing (SR) - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- 1.8 Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.
- 1.9 ALI Database - A database which stores information associated with end user customers' telephone numbers.
- 2.0 **Responsibilities**
- 2.1 SWBT will provide and maintain equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 services set forth herein. SWBT will also be responsible for the following:
 - 2.1.1 when requested by Sprint, transporting the E911 calls from the interconnection point with Sprint facilities connecting Sprint's switches to the Control Offices of the E911 System. The Sprint switches will be listed in the form attached hereto as Addendum I as the Sprint switches are deployed.
 - 2.1.2 switching the E911 calls through the E911 Control Office to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer;
 - 2.1.3 storing the names, addresses, and associated telephone numbers from Sprint's exchanges in the electronic data processing database for the E911 DBMS. (Sprint is responsible for downloading and updating this information);
 - 2.1.4 transmission of the ANI and ALI information associated with Sprint's end users accessing E911 service to the PSAP for display at an attendant position console.

- 2.2 SWBT will provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the E911 tariff and specifications of the E911 customer.
- 2.3 SWBT will provide Sprint with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.
- 2.4 SWBT will provide Sprint with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated July 31, 1996), and as subsequently modified consistent with industry standards. SWBT will provide Sprint subsequent MSAG files which shall include subsequent additions or updates with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide Sprint with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by Sprint to SWBT's DBMS, so that Sprint may ensure the accuracy of the end user records.
- 2.5 Sprint shall connect its switches to the E911 Control Office by one-way outgoing CAMA trunks dedicated for originating 911 emergency service calls, according to specifications in the document, "E911 NETWORK INTERFACE," attached hereto as Exhibit III.
- 2.5 At a reasonable time prior to establishment of E911 Service, Sprint will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 Service and will promptly notify SWBT in writing of any changes to be made in such records. Sprint will adopt and comply with operating methods applicable to downloading and maintaining Sprint's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 Sprint acknowledges that its end users in a single local calling scope may be served by different PSAPs. Sprint will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, Sprint will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above. SWBT E911 systems will be in full NENA compliance by July, 1997.
- 2.8 During the period when interim number portability is utilized, SWBT and Sprint will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.

3.0 **Methods and Practices**

- 3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariffs, and the rules and regulations of the FCC and the Oklahoma Corporation Commission that apply to the provision of E911 Service.

4.0 **Contingency**

- 4.1 The Parties agree that the E911 service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and Sprint. The terms and conditions of this Appendix represent a negotiated plan for providing E911 service, for which Sprint must obtain documentation of the E911 Customer's approval. Sprint will provide such documentation to SWBT prior to use of Sprint's E911 connection for actual emergency calls.
- 4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of Sprint's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:

General Manager - Regional Sales
Southwestern Bell Telephone Company
Room 08-E-11
1010 Pine Street
St. Louis, MO 63101
314-235-8443 (Phone); 314-235-8443 (FAX); 314-331-9402 (FAX voice contact)

Sprint representative:

Director - Network Support
Sprint
2330 Shawnee Mission Parkway
Westwood, KS 66205

- 4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven

(7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

- 4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the E911 customer orders changes to the E911 service that necessitate revision of this Attachment.

5.0 **Basis of Compensation**

- 5.1 Compensation to SWBT for provision of connection to E911 Service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.

- 5.2 For computation in Addendum II, during the initial year that SWBT provides Sprint connection to E911 service, Sprint will provide the number of access lines as shown in Addendum I will be counted as of the first day of January, and the number so obtained will be used in computing compensation under this Attachment until the end of the 1st Quarter of the current year. A new count of lines, as of the first day of April (2Q), July (3Q) and October (4Q), will be used in the computation of compensation under this Attachment for that Quarter. At the end of the first full year, a new count of lines will be made and it will be used for the second full year. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.

- 5.3 Charges will begin on the date connection to E911 Service commences.

6.0 **Monthly Billing**

- 6.1 SWBT will render to Sprint monthly statements in advance, showing the amounts determined as provided in Section 5 above, and Sprint will make payment in full within thirty (30) days from the date of the bill.

Addendum I to Attachment 9-1-1

LSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
E9-1-1 Coordinator			CLLI Code	
	LSP Telco ID			
			"Connect Signal" Digits ⁽⁴⁾	
9-1-1 Database Manager	LSP Service Area Definition		1-1	
		ETST Code	# 9-1-1 Trunks Requested	
Switch Site Contact		"Default" PSAP	Requested Service Date	
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area. (2) n/a (3) Only areas within the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included. (4) Refer to network interface specifications in Exhibit III.				
"TYPE OF AGENCY" LEGEND: HRC = Home Rule City ECD = Emergency Communications District COG = Council of Governments or Regional Planning Commission GLC = General Law City Cnty = County with special provisions (only applies to Dallas County)				
				Date Prepared

ATTACHMENT E911

**ADDENDUM II
BASIS OF COMPENSATION**

This Addendum II is attached to and made a part of Attachment 15: E911.

- A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for Sprint exchanges and the feature configurations shown in Addendum I. These prices will apply until further action of the Oklahoma Corporation Commission.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Nonrecurring Charge Per 1000 Access Lines</u>
Automatic Number Identification		
- SWBT PSAP	\$22.75	\$45.00
- non-SWBT PSAP	\$22.75	\$45.00
Combined Automatic Number Identification and Selective Routing		
- SWBT PSAP	\$22.90	\$260.00
- non-SWBT PSAP	\$22.90	\$260.00
Combined Automatic Number and Automatic Location Identification		
- SWBT PSAP	\$70.25	\$190.00
- non-SWBT PSAP	\$70.25	\$190.00
Combined Automatic Number Automatic Location Identification, And Selective Routing		
- SWBT PSAP	\$70.40	\$350.00
- non-SWBT PSAP	\$70.40	\$350.00

- B. The following trunk charges will be paid to SWBT for each E911 control office to which Sprint connects. These prices are interim and will apply until further action of the Kansas Corporation Commission.

<u>Trunk Charge</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
Channel (Each)	\$58.00 per trunk	\$165.00 per trunk

ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

1.0 Protection of Service and Property

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:
 - 1.2 Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which contain or house Sprint equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to Sprint employees and its agents based on Sprint providing a list of authorized personnel. If escorted, Sprint employees and authorized agents must present identification required by SWBT.
 - 1.3 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive Sprint collocated space.
 - 1.4 Complying at all times with mutually agreed to Sprint security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain Sprint equipment or equipment enclosures.
 - 1.5 Allowing Sprint to inspect or observe spaces which house or contain Sprint equipment or equipment enclosures after such time as SWBT has turned over the collocation area to Sprint and to furnish Sprint with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Sprint space.
 - 1.6 Provide card access, coded locks or keyed locks providing security to the exclusive Sprint collocated space will be unique to that space.
 - 1.7 Ensuring that the area which houses Sprint's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.
 - 1.8 Limiting the keys used in SWBT's keying systems for cages which contain or house Sprint equipment or equipment enclosures to its employees for required access only. Any

access required other than emergency will be coordinated with Sprint to allow escort opportunity. SWBT will change locks at Sprint's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

- 1.9 Where Sprint requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house Sprint equipment or equipment enclosures.
- 1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house Sprint equipment or equipment enclosures.
- 1.11 Providing prompt notification to designated Sprint personnel to indicate an actual or attempted security breach of which SWBT is aware.
- 1.12 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.
- 1.13 Installing controls:
 - to disconnect a user for a pre-determined period of inactivity on authorized ports;
 - to protect customer proprietary information; and,
 - to databases to ensure both ongoing operational and update integrity.
- 1.14 Logical Security:
 - assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element shall be established through a secure network or security gateway.

2.0 **Revenue Protection**

- 2.1 SWBT will make available to Sprint to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to screening codes, call blocking of international, 900 and 976 numbers.

- 2.2 SWBT will provide to Sprint the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.
- 2.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.
- 3.0 **Law Enforcement Interface**
- 3.1 SWBT will provide five day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance twenty-four (24) hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a twenty-four (24) hour contact number to administer this process.

ATTACHMENT 17: Failure to Meet Performance Criteria

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which the Parties will pay each other liquidated damages in the event of a Specified Breach of Performance as defined in this Attachment.

1.0 PERFORMANCE CRITERIA

1.1 Certain Definitions

When used in this Attachment 17, the following terms shall have the meanings indicated:

- 1.1.1** "Specified Performance Breach" means the failure by SWBT to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.
- 1.1.2** "Specified Activity" means any of the following activities:
- (i) the installation by SWBT of unbundled Loops for Sprint, including the installation of unbundled Loops under applicable tariff(s) ("Unbundled Loop Installation");
 - (ii) SWBT's provision of Interim Number Portability; or
 - (iii) the repair of out of service problems for Sprint ("Out of Service Repairs").
- 1.1.3** "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by one Party during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) <u>Unbundled Loop Installation</u>	
1-10 Loops per Service Order	5 days from Receipt of valid Service Order
11-20 Loops per Service Order	10 days from Receipt of valid Service Order
21+ Loops per Service Order	To be Negotiated
(ii) <u>Interim Number Portability</u>	
1-10 Numbers per Service Order	5 days from Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from Receipt of valid Service Order
21+ Numbers per Service Order	To be Negotiated
(iii) <u>Out-of-Service Repairs</u>	Less than 24 hours from Receipt of Notification of Out-of-Service Condition

1.2 Specified Performance Standards

The performing Party warrants that it will meet the above Performance Criteria, except in those instances where its failure to do so is a result of (a) the other Party's failure to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, (c) any Force Majeure Event, or (d) for INP, where memory limitations in the switch in the serving office cannot accommodate the request.

1.3 Liquidated Damages

The damages payable by either Party as a result of a Specified Performance Breach shall be \$75,000 for each Specified Performance Breach (collectively, the "Liquidated Damages"). Sprint and SWBT agree and acknowledge that (a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of Sprint and SWBT at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Liquidated Damages constitute a reasonable approximation of the damages either Party would sustain if its damages were readily ascertainable; and (c) neither Party shall be required to

provide any proof of the Liquidated Damages. Notwithstanding the Parties' indemnity obligations hereunder, neither Party shall be obligated to indemnify or hold harmless the other for liquidated damages payable under this Section 27.

1.4 Limitations

In no event shall either Party be liable to pay the Liquidated Damages if that Party's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by either Party to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule), (b) any delay, act or failure to act by an end user, agent or subcontractor of either Party, (c) any Force Majeure Event, (d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability, or (e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of that Party's compliance with the Performance Criteria, or (ii) only suspends a Party's ability to timely perform the Specified Activity, the applicable time frame in which that Party's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

1.5 Sole Remedy

The Liquidated Damages shall be the sole and exclusive remedy of either Party for the other Party's breach of the Performance Criteria or a Specified Performance Breach as described in this Attachment 17 and shall be in lieu of any other damages or credit either Party might otherwise seek for such breach of the Performance Criteria or a Specified Performance Breach through any claim or suit brought under any contract or tariff, EXCEPT THAT IN THE EVENT OF A PATTERN OR PRACTICE OF PERFORMANCE STANDARD BREACHES, EITHER PARTY MAY ASSERT CLAIMS FOR MATERIAL BREACH OF THIS AGREEMENT, FOR ANTITRUST OR UNFAIR COMPETITION, OR MAY PETITION THE APPROPRIATE REGULATORY AUTHORITY.

1.6 Records

The Parties shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria and shall provide to the other such records in a self-reporting format on a monthly basis. Notwithstanding other provisions of this Agreement, the Parties agree that such records shall be deemed "Proprietary Information".

ATTACHMENT 18: MUTUAL EXCHANGE OF DIRECTORY LISTING INFORMATION

This Attachment 18: Mutual Exchange of Directory Listing Information sets forth SWBT's and Sprint's agreement for the mutual exchange of directory assistance subscriber listing information as follows:

1.0 Introduction

- 1.1 SWBT and Sprint may each own and/or maintain databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 Currently, SWBT uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SWBT's DA office to obtain such information.
- 1.3 Sprint may provide local DA service to its local customers and therefore may wish to load its databases with the same directory assistance subscriber listing information as SWBT uses itself to provide directory assistance services.
- 1.4 In order to maintain the completeness of their DA databases and their DA services, the Parties wish to receive from each other directory assistance subscriber listing information contained in each other's databases for the use of providing DA services.

2.0 Service Provided

- 2.1 SWBT and Sprint agree to exchange with each other all published subscriber listings within their respective directory assistance databases regardless of the underlying carrier. To the extent SWBT has agreements in place with underlying carriers, i.e., Independent Telephone Companies (ITCs) and other facility-based Local Service Providers (LSPs) as of the effective date of this Agreement and such ITC or LSP agreements prohibit SWBT from releasing their respective subscriber listing information, SWBT agrees to request authorization from the ITCs and LSPs to release their subscriber listing information to Sprint for the sole purpose of providing DA services.
 - 2.1.1 To the extent the Parties conduct directory assistance listing negotiations with ITCs and LSPs after the effective date of this Agreement, the Parties agree to request from such ITCs and LSPs written authorization which would allow one Party to provide to the other Party published directory assistance listing information pertaining to those ITC and LSP subscribers for the sole purpose of providing DA services.

- 2.1.2 The Parties agree that should an ITC or LSP fail to provide, or refuse to grant SWBT authorization to allow SWBT to release their respective published directory assistance subscriber listing information, SWBT will notify Sprint of such failure or denial and will provide Sprint with the name of the ITC or LSP. In that case, Sprint agrees to deal directly with the ITC or LSP.
- 2.2 In the case of non-published listings, the Parties agree to exchange the non-published subscriber's name, address and an indicator that shows the non-published status. The Parties will not exchange non-published subscriber telephone numbers.
- 2.3 The Parties agree to exchange subscriber listing information in readily accessible tape or electronic formats and to provide such data in a timely fashion upon request.
- 2.4 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3.0 Use Of Subscriber Listing Information

- 3.1 The Parties are authorized to use the subscriber listing information provided to each other pursuant to this Attachment for the sole purpose of providing DA services.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4.0 Assignment

- 4.1 The subscriber listing information will remain the property of each Party respectively. The Parties will not assign, transfer or sell the subscriber listing information mutually exchanged hereunder, nor will the Parties authorize any other company or any person to use the subscriber listing information for any other purpose. Each party will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by the Party, its agents, employees or others.

5.0 Subcontracting of Directory Assistance Subscriber Listings

- 5.1 If either Party elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor solely for the purposes of providing local DA service to its own local customers. The provision of directory assistance subscriber listing information to a subcontractor by either Party is

subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6.0 Effective Dates of Mutual Exchange of Directory Listings

- 6.1 Each Party will commence providing the other with its subscriber listing information as described in this Attachment sixty (60) days following the receipt of a written request from the other and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect. The Parties will request directory assistance subscriber listing information by NXX.

7.0 Pricing

- 7.1 The Parties will compensate each other for the exchange of directory assistance subscriber listing information at a price of \$.0585 per listing for the initial load, and \$.0585 per listing for each update listing (each addition, deletion, or change to the directory assistance database furnished by one Party to the other constitutes an update listing).

ATTACHMENT 17: Failure to Meet Performance Criteria

This Attachment 17: Failure to Meet Performance Criteria to the Agreement sets forth the terms and conditions by which the Parties will pay each other liquidated damages in the event of a Specified Breach of Performance as defined in this Attachment.

1.0 PERFORMANCE CRITERIA

1.1 Certain Definitions

When used in this Attachment 17, the following terms shall have the meanings indicated:

1.1.1 "Specified Performance Breach" means the failure by SWBT to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.

1.1.2 "Specified Activity" means any of the following activities:

- (i) the installation by SWBT of unbundled Loops for Sprint, including the installation of unbundled Loops under applicable tariff(s) ("Unbundled Loop Installation");
- (ii) SWBT's provision of Interim Number Portability; or
- (iii) the repair of out of service problems for Sprint ("Out of Service Repairs").

1.1.3 "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by one Party during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances: